

Bhuta & Associates

ADVOCATE

Off. Add. : 35, Kirti Chambers, 1st Floor, Next to Dena Bank (Share Branch), Hamam Street,
Fort, Mumbai - 400 023. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

SBI/HO/LO/2860/2011

To,
State Bank of India,

17/02/2011

Sir,

ANNEXURE D CERTIFICATE OF TITLE

We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

A. J. Bhuta



Correspondence Office:

A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Clubs
Behind Mahade, Bandra (E), Mumbai - 400 051. Tel. : 2651 2628

- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1982 to 2011 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.

The Mortgage if created, will be available to the Bank for the liability of the intending Borrowers.

We certify that **SHREE LABHESHWAR DEVELOPERS LLP** has an absolute, clear and Marketable Title Over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title Deeds we certify that the deposit of following title deeds/Documents would create a valid and enforceable Mortgage.

- a) To call upon the said **Prospective Purchasers** to deposit the following documents to the Bank.
- i. **Original** Agreement for sale to be executed into between **SHREE LABHESHWAR DEVELOPERS LLP** (formerly known as M/s.Shree Labheshwar Developers) AND Prospective Purchasers along with Original Registration Receipt and Original Index II.
 - ii. Copy of Approved plan and Copy of Development permission
 - iii. Original NOC from the Promoters.
 - iv. Original Payment Receipt.

A. B. S. S.



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- v. To call upon the said Prospective Purchasers to pay the requisite stamp duty under the provision of Bombay Stamp Act and to execute the necessary documents for the creation of the equitable mortgage in respect of the said Flat.
- vi. Original undertaking that as and when society is formed the Borrower will deposit the Original Share Certificate as and when issued and they note the lien of the Bank charge with the Society.
- vii. Search report in respect of the said property for the last 30 years.

There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

Flat No..... Adm..... sq. ft., area on the floor in "... Wing of the Project to be named as "LABHESHWAR PRATHAM", situate on the land bearing Plot No.117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme) containing by adm. 4099.50 sq. mtrs., area

Place: Mumbai

Date : 12/02/2011

A. D. Bhuta
Signature of the Advocate



Correspondence Office:

A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,
Highway Gomantak & Slum Redevelopers, Association. Opp. M.L.C. Club
Behind Mahada, Bandra (E), Mumbai - 400 051. Tel. : 2651 2628

TITLE INVESTIGATING REPORT (T.I.R)

Annexure "B"

1.	Name of the Branch/ BU seeking opinion	State Bank of India
2.	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded	No Letter issued
3.	Name of the Flat/concern/company/person on offering the Property/(ies) as security.	SHREE LABHESHWAR DEVELOPERS LLP (hereinafter referred to as the Borrower).
4.	Concern of the Flat/concern/person/body/ authority Offering the property for creation of charge.	Developers
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower
6. A)	Particulars of the documents scrutinized-serially and Chronologically	a) Copy of Draft Agreement for sale to be executed entered into between SHREE LABHESHWAR DEVELOPERS LLP (formerly known as M/s.Shree Labheshwar Developers) AND MR..... (Purchasers) together with annexure

A. 1/1/2010



thereto.

- b) Copy of Certificate of Registration on Conversion dated 16/11/2010
- c) Copy of Deed of Partnership dated 14/01/2011
- d) Copy of Registration Receipt bearing No. 4528/2010 under Document No.PVL/3/04396/2010 for Rs.30,380/- issued by the Sub-Registrars Assurance, Panvel - 3 dated 29/04/2010
- e) Copy of Index II Document issued by Sub-Registrar's Office at Panvel - 3 in respect of Tripartite Agreement dated 29/04/2010
- f) Copy of Tripartite Agreement dated 29/04/2010 between CIDCO (Corporation) AND M/S.MAHESH DEVELOPERS (New Licensees) AND SHREE LABHESHWAR DEVELOPERS (Subsequent New Licensee) together with annexure thereto
- g) Copy of Assessment Order dated 22/09/2010 issued by CIDCO
- h) Copy of Amended Development Permission dated 22/09/2010 issued by CIDCO
- i) Copy of Commencement Certificate dated 22/09/2010 issued by CIDCO
- j) Copy of Transfer Permission dated 06/05/2010 issued by CIDCO
- k) Copy of General Power of Attorney dated 26/11/2010 by Mrs.Kejal Haresh Ananwadia in favour of Mr.Haresh Nanji



Handwritten signature or initials, possibly 'A. J. Kulkarni'.

Anawadia

- l) Copy of Registration Receipt bearing No. 5126/2008 under Document No.URN/04853/2008 for Rs.1,100/- issued by the Sub - Registrars Assurance, Panvel - 2 dated 23/06/2008
- m) Copy of Agreement to Lease dated 20/06/2008 between CIDCO (Corporation) AND MT.BALKRUSHA SHANAKR PATIL (Licensees) together with annexure thereto
- n) Copy of Registration Receipt bearing No. 6581/2008 under Document No.PVL/3/06406/2008 for Rs.30,340/- issued by the Sub - Registrars Assurance, Panvel - 3 dated 04/07/2008
- o) Copy of Tripartite Agreement dated 20/06/2008 between CIDCO (Corporation) AND MT.BALKRUSHA SHANKAR PATIL (Original Licensees) AND M/S.MAHESH DEVELOPERS (New Licensees) together with annexure thereto
- p) Copy of General Power of Attorney dated 23/06/2008 by Mr.Balkrusha Patil in favour of Mr.Santosh Bhoir
- q) Copy of Approved plan

b) Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified. Note: Only originals or certified extracts from the Registering/land/revenue/other authorities be examined.

As at 6 (a) above



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7.	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	Flat No..... Adm..... sq. ft., area on the floor in "... Wing of the Project to be named as "LABHESHWAR PRATHAM", situate on the land bearing Plot No.117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme) containing by adm. 4099.50 sq. mtrs., area
i)	Survey no.	Plot No.117 + 118, Sector - 14
ii)	Door no. (in case of house property) :	Flat No..... on the floor
iii)	Extent/area including plinth/built up area in case of House property	Adm. sq. ft., area
iv)	Locations like name of the place, village, city, registration, Sub-district etc.	Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme)
v)	Boundaries :	N.A. Since the property offered as security is Flat.
8.	Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title.	<p>1. It is observed from the documents produced before us that, CIDCO a Govt., Company within the meaning of the Companies Act, 1956 (hereinafter referred to as the said "Corporation"). The Corporation has been declared as a New Town Development Authority, under the provisions of Sub - section (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act, 1966 for the New Town of Navi Mumbai by Govt., of Maharashtra in the exercise of its powers of the area designated as site for New Town under Sub - Section (1) of Section 113 of the said Act,</p> <p>2. The State Govt., has acquired lands within</p>

A. Mahulkar



the designated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Sec. 113 of the said Act.

3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act., to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt., under the said Act.
4. By an Agreement to Lease dated 20/06/2008 and executed between the CIDCO AND Mr.Balkrushna Shankar Patil (hereinafter referred to as the said "Original Licensees"), registered with the Office of SRO., at Uran under Sr. No.4853/2008, the CIDCO agreed to grant to the said Original Licensees, a lease in respect of all that piece or parcel of land bearing Plot No.117 + 118, Sector - 14, at Village Taloje - Pachnand, Navi Mumbai of 12.5% (erstwhile Gaothan Expansion Scheme) containing by adm.4099.50 sq. mtrs., area (hereinafter referred to as the said "Plot/ Property") for the lease rent and on the terms and conditions as set out therein
5. At the request of the Original Licensee the CIDCO Ltd., has transferred the said Plot in favour of M/s.Mahesh Developers, a Proprietary Firm of Mr.Mahesh N. Gothi, (hereinafter referred to as the said "New Licensees") and has executed the Tripartite Agreement dated 04/07/2008 in favour of the New Licensees. The said Tripartite Agreement is registered with the Office of SRO., under Sr. No.06406/2008 dated 04/07/2008 on such terms and conditions

A. R. R. R.



therein

6. At the request of the New Licensee the CIDCO Ltd., has transferred the said Plot in favour of M/s.Shree Labheshwar Developers LLP, (formerly known as M/s.Shree Labheshwar Developers) (hereinafter referred to as the said "Promoters") as "the Subsequent New Licensees", and has executed the Tripartite Agreement dated 29/04/2010 in favour of the Promoter. The said Tripartite Agreement is registered with the Office of SRO., under Sr. No.04396/2010 dated 29/04/2010 on such terms and conditions therein
7. the said Promoters are entitled to develop the said Plot by constructing a Bldg., as per the Bldg., plans duly sanctioned by the concerned authority
8. The said Promoters have applied for conversion of the erstwhile Partnership Firm of M/s.Shree Labheshwar Developers into LLP. The said Promoters have received a Certificate of Registration on Conversion dated 16/11/2010 from the Registrar under the Limited Liability Partnership Act, 2008
9. The said Promoters has now commenced with the construction of the Complex on the said Plot in accordance with the aforesaid revised plans that has been sanctioned by CIDCO Ltd., by permitting construction of such premises as per the terms and conditions of the said Agreement to Lease & in accordance with GDCR of Navi Mumbai and the Promoter is desirous of selling premises in the said Proposed Complex "LABHESHWAR PRATHAM".



A. M. Shinde

		<p>10. Thus, the said Developer have become entitled to develop the said Properties and to construct the Building/s thereon, to sell the Flat/s in the said Building, to receive consideration, admit execution etc.</p> <p>11. We have taken search for the last 30 years by paying the necessary charges of Rs.750/- . The Original Search receipt is enclosed herewith.</p> <p>12. On the basis of the Search made by us and the Documents placed before us we certify that the Development right in respect of the said property is held by SHREE LABHESHWAR DEVELOPERS LLP. The Flats/ Shops/Parking Spaces situated in the residential building under project known as " LABHESHWAR PRTHAM" is free from any encumbrances, charges, liens and mortgages or any other claim affecting the clear title as on date.</p> <p>13. It is observed from the documents that the Builders have right to construct the land and also to sell the Flats in the said Building to the prospective Purchasers on ownership basis.</p> <p>14. In view of the above, the Developer will have a right to execute the Agreement with the prospective purchasers. The Prospective Purchasers will have clear title subject to payment of stamp duty and Registrar of Agreement for sale at Sub-registrar of Assurances.</p>
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold	The Prospective Purchasers will be the owners of the said Flat on what is popularly known as ownership basis.



A. J. Bhatnagar

	Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	
10(a)	Encumbrances, Attachments, and/or claims whether of Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof If yes, give the details thereof.	We have taken search with the Sub-Registrar Office for the period of 30 years and have found that there is no encumbrances on the said property.
(b)	The period covered under the Encumbrances Certificate And the name of the person in whose favour the Encumbrance is created and if so, satisfaction of charge, If any.	We have taken search for the period of 30 years. And it is found that the said PLOT stands in the name of SHREE LABHESHWAR DEVELOPERS LLP No encumbrances disclosed/reflected.
11.	Details regarding property tax or land revenue or other Statutory dues paid/payable as on date and if not paid. What remedy ?	Nil
12.	Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question.	Nil -- Since the property offered as security is only a Flat.
13.	Any bar/restriction for creation of mortgage under any Local or special enactments, details of proper registration Of documents, payment of proper stamp duty etc.	There is no such bar for the creation of the Mortgage.
14.	In case of absence of original	

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	<p>titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.</p>	<p>N.A.</p>
<p>15.</p>	<p>The specific person who are required to create Mortgage/to deposit document creating mortgage.</p>	<p>PROSPECTIVE PURCHASERS is required to deposit the Document creating Mortgage.</p>



A. R. Kulkarni

ANNEXURE "C"

1.	Nature of title (Ownership/Leasehold/occupancy/Government. Grant/allotments etc.	The Prospective Purchasers will be the owners of the said Flat on what is popularly known as Ownership basis subject to the payment of the Stamp duty and Registration charges.
2.	If leasehold, whether, Lease Deed is duly stamped and registered Lessee is permitted to mortgage the leasehold right, Duration of the Lease/unexpired period of lease, If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.	N.A.
3.	If Government grant/allotment/Lease-cum/Sale Agreement, Whether : Grant/agreement etc. provides for alienable rights to the Mortgagor with or without conditions, The mortgagor is competent to create charge on such Property.	N.A.
4.	If occupancy right, whether; Such right is heritable and transferable, Mortgage can be created.	Yes - subject to the No objection/consent of the Promoters
5.	a. Urban land ceiling clearance, whether required And if so, details thereon.	NO

1 - B. Kulkarni



	Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NO.
6.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	N.A.
7.	If the property is Agricultural land, whether the local laws Permit mortgage of Agricultural land and whether there are Any restrictions for enforcing, thereon.	N.A.
8.	In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite Procedure followed /permission obtained	N.A.
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws Etc.)	N.A.
10a.	In case of partition / settlement deeds, whether the Original Deed is available for deposit. If not the modality /procedure To be followed to create a	N.A.

A. J. Bhatt



	valid and enforceable mortgage.	
b.	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	N.A.
11a.	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
b.	Whether the person(s) creating mortgage has/have Authority to create mortgage for and on behalf of the firm.	N.A.
12a.	Whether the property belongs to a limited Company, Check the Borrowing powers, BOD resolution, Authorisation to create mortgage/execution of documents, Registration of any prior charges with the company Registrar, Articles of Association/provision for common Seal etc.	Property does not belong to any limited Company
b.	In case of Societies, Association, the required Authority/power to borrower and whether the mortgage Can be created, and the	N.A.



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	requisite resolutions. Bye-laws		
13.	Whether mortgage is being created by a POA holder, Check genuineness of the Power of Attorney and the Extent of the powers given therein and whether the same is property executed/stamped/authentic ated in terms of the Law of the place, where it is executed.		N.A.
14.	If the property is a Shop /apartment or residential /commercial Complex, check	Property offered as security is Flat.	
a.	Promoter's/Land owner's title to the land/building	Promoter's title to the said flat is clear and free from encumbrances	
b.	Development Agreement/power of Attorney		N.A.
c.	Extent of authority of the Developer/builder		Adm. sq. ft., area
d.	Independent title verification of the land and/or building in Question.		N.A.
e.	Agreements for Sale		Agreement shall be registered
f.	Payment of proper stamp duty		Proper stamp duty shall be paid
g.	Conveyance if favour of Society/condominium concerned		N.A.

A. K. Singh



h.	Occupancy Certificate/allotment letter/letter of possession	N.A.
i.	Membership details in the Society etc.	N.A.
j.	Share Certificates	N.A.
k.	No objection letter from the society	N.A.
l.	All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.	N.A.
15.	Where the property is a joint family property, mortgage is Created for family benefit/legal necessity, whether the Major Coparceners have no Objection/join in execution, Minor's share if any, rights of female members etc.	N.A.
16.	Pending Litigations/court attachments/injunction/stay Orders/acquisition by the Government/Local authorities etc. that could be ascertained.	Nothing is revealed.
17.	Any other details required for the purpose.	N.A.

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(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मई.
Gen 113 mod.

मूळ प्रत [अहस्तांतरणीय]
ORIGINAL COPY [NOT TRANSFERABLE]

श्री. वि. म. म.
२२/११

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... वि. म. म. दिनांक/Date..... १

Received from..... श्री. वि. म. म. यांच्याकडून

रु./Rs..... ११६ रु. ०० पैसे

on account of..... १६४१२०१० ३० रु. ०० मिळाले.

२२/११/२०११

रोखपाल वा लेखापाल
Cashier or Accountant.

मह. जिल्हा निबंधक (अभिलेख)
मुंबई जिल्हा. (Designation)



Namdev Tawade
Search Clark

DATE 04/02/2010

To,
Adv. Asha Bhuta
High Court
Mumbai.

Flat No..... Adm..... sq. ft., area on the floor in "... Wing of the Project to be named as "LABHESHWAR PRATHAM", situate on the land bearing Plot No.117 + 118, Sector - 14, at Village Taloje - Panchnand

Re. A/MR SHREE LABHESHWAR DEVELOPERS LLP

Under your instructions I have taken Search of above said property records in SRO, s at Uran from 1982 to 2011(30 years)

SEARCH REPORT ;

1981 To 1987	- Page Torn -
1988 To 2005	- NIL (RNMP)
2006	- Nil
2007	- Nil
2008 To 2009	- Nil
2010	- Record not Ready
2011	- Record not Ready

NOTE :- This Search Report is Subject to Torn , Mutilated Records , Withdrawal Of Registrar's of certain years for binding & Rewriting and Computer Index Books not Properly Maintained .

Namdev Tawade

N. S. Tawade
Search Clark



Bhuta & Associates

ADVOCATE

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SBI/HO/LO/2860/2011

To,
State Bank of India,

17/02/2011

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We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

Ash Bhuta



Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,
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- iv. Original Payment Receipt.





भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

नेरुल पूर्व शाखा कोड नं. - 11785, युनिट - 5,6,7, कृष्णकमल को. ऑप. ही. सो.,
प्लॉट नं. - 111 एच, एच.डी.एफ.सी. बैंक समोर, स्टेशन रोड,
नेरुल (पूर्व), नवी मुंबई - 400 706.

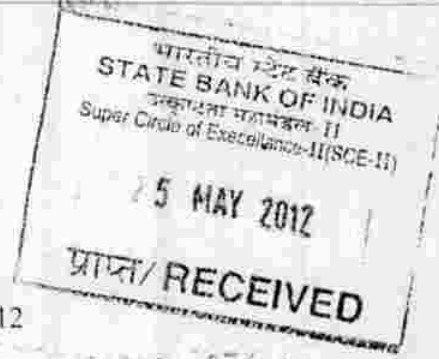
नेरुल पूर्व शाखा कूट नं. - 11785, युनिट - 5,6,7, कृष्णकमल को. ऑप. ही. सो.,
प्लॉट नं. - 111 एच, एच.डी.एफ.सी. बैंक के सामने, स्टेशन रोड,
नेरुल (पूर्व), नवी मुंबई - 400 706.

Nerul East Branch Code No. 11785, Unit - 5,6,7, Krishnakamal CHS.,
Opp. HDFC Bank, Stn. Rd., Nerul (E), Navi Mumbai - 400 708.

Tel.:(D) 022-27717040 | Fax : 022 - 2771 7042 | IP : 121463 | E-mail : sbi.11785@sbi.co.in

The Asst. General Manager,
State Bank of India,
RBO, Shop no. 1 to 5,
Shri Hari CHS RTO Lane,
Opp. Dr. Ambedkar Hall,
Four Bungalows
Andheri (W), Mumbai-400503

Mr. Dhoke



Date : 24/05/2012

BR/NERUL/2012-13/12

Dear Sir,

INSPECTION REPORT DATED 23rd May 2012
APPROVAL BUILDER TIE-UP WITH
PROJECT " LABHESHWAR PRATHAM "

With reference to the above, we visited above mentioned project and details as under mentioned :

APPROVAL NO.	SCE 2/2010-11/021
NAME OF THE PROJECT	LABHESHWAR PRATHAM
ADDRESS	Plot No. 117 & 118, Sector - 14, Talaja, Panchnand, Navi Mumbai.
INSPECTION REPORT DATED 23/05/2012	We visited this project and collect information from Mr. Kamal Mulchandani - Sales and Marketing Head. Mobile No. 9320764143, who is working in SHREE LABHESHWAR Plot no. 117 & 118, Sector -14, Talaja, Panchnand, Navi Mumbai.
	1) RCC completed upto 12 th floor. 2) RCC work is Completed. 3) Plaster and finishing work in progress. 4) 93% Project construction completed.

This is for your information.

Your's faithfully,

[Signature]
BRANCH MANAGER

Inspection Done by *Shri Santosh Pawar* - Asst. Manager.
Nerul(E) Br 11785 -

[Signature]
Pawar



भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

प्रादेशिक व्यवसाय कार्यालय, उत्कृष्टता महा मंडल - II,
माधुली बिल्डींग, दुसरी मंजिल, एच-2, शिवसागर इस्टेट,
डॉ. अनी. बेझंट रोड, वरली, मुंबई-400 018.
Regional Business Office, Super Circle Of Excellence - I
Madhuli Bldg., 2nd Floor, H/2. Shivsagar Estate,
Dr. A. B. Road, Worli, Mumbai - 400 018.

दुरध्वनी क्र/ Tel : (AGM-2499 3201) 2499 3205/3209/3213/3233/3235/ Fax : 2499 3207/3236 E-mail : agmsce2.aomum@sbi.co.in

M/s. SHREE LABHESHWAR DEVELOPERS LLP.
301/302, Devavrata,
Plot No. 83, Sector-17, Vashi,
Navi Mumbai 4000 705

MAO/ RBO-SCE2/ VGV/

Date: - 23.02.2011

Dear Sir,

APPROVAL BUILDER TIE UP

We are pleased to inform you that we have approved the under mentioned project under our builder tie up:

APPROVAL NO.	SCE 2/ 2010-11/ 021
NAME OF THE PROJECT	'LABHESHWAR PRATHAM'
ADDRESS	Plot No. 117 & 118, Sector-14, Taloja Panchnand, Navi Mumbai.

2. You may mention about the tie up arrangement in your advertisements.
3. We would arrange to give appropriate product information inputs to your sales executives, so as to enable them to give proper guidance to the prospective Home loan Borrowers. After briefing the customers, you / your sales executives may direct the customers to us.

verified with original
सर्वोच्च शासिक स्तर पर
FOR STATE BANK OF INDIA
/ [Signature]
[Signature]
[Signature]

[Signature]

4 It is presumed that all material facts concerning the project have been disclosed to us. Kindly note that the approval would stand cancelled if any material fact is not disclosed and the same is found to be in variance with statutory laws required to be fulfilled or in any other way detrimental to the interests of the project and flat purchasers.

5 You may get in touch with the following officials for sanction of Home Loans:

	Name	Designation	Phone
a.	Mr. Sanjay Mhatre	Branch Manager	9920395710
b.	Shri Ajay Hota	Senior Marketing Executive	9769991094

6 Notwithstanding the above, the Bank reserves the right to change the terms of the tie up at its sole discretion, such change will however be informed to you.

We hope to have a fruitful and long lasting business relationship with you.

Yours faithfully,

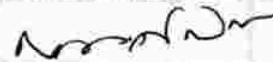


Asst. General Manager

(RBO SCE-II).

Verified with original.

सर्पो/बुरो पारलीब न्दर र्कालीक
FOR STATE BANK OF INDIA



ब्रांच मॅनेजर/Branch Manager
बुरो/बुरो/Manager B.



भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

प्रादेशिक व्यवसाय कार्यालय, उत्कृष्टता महा मंडल - II,
माधुली बिल्डींग, दुसरी मंजिल, एच-2, शिवसागर इस्टेट,
डॉ. अंणी. बेडंत रोड, वरली, मुंबई-400 018.
Regional Business Office, Super Circle Of Excellence - II,
Madhuli Bldg., 2nd Floor, H/2. Shivsagar Estate,
Dr. A. B. Road, Worli, Mumbai - 400 018.

दुरध्वनी क्र/ Tel : (AGM-2499 3201) 2499 3205/3209/3213/3233/3235/ Fax : 2499 3207/3236 E-mail : agmsce2.aomum@sbi.co.in

The Deputy General Manager (PBBU)
State Bank of India
LHO, Mumbai

MAO/RBO/SCE-II/ 705

Date: 23.02.2011

Dear Sir/Madam,

BUILDER TIE-UP

We have to advise having approved the under mentioned project under builder tie-up.

Builder	M/S. SHREE LABHESHWAR DEVELOPERS LLP.
Project	"LABHESHWAR PRATHAM"

2. In this connection, we enclose the following for vetting and uploading on the builder tie-up site in terms of Cir. No. PBBU/HL/PM/33 dated 30.11.2010.

a.	Note of Approval of tie up dated 23.02.2011
b.	TIR report of Empanelled Advocate Bhuta & Associates (Asha Bhuta) on 17.02.2011
c.	Valuation Report of Empanelled Sigma Engineering Consultants Regd. Valuers, Chartered Engineers on 07.01.2011
d.	Copy of letter issued to builder dated 23.02.2011

Yours faithfully,
Sd/-

Asst. General Manager (RBO, SCE-II)

Copy forwarded to:

- (a) The Asst. General Manager (HLST), LHO, Mumbai
- (b) The Asst. General Manager (RACPC - Mumbai)
- (c) The Asst. General Manager (RASECC - Thane)
- (d) The Asst. General Manager (RASMECC - Vashi)
- (e) The Branch Manager, NERUL (E)


Asst. General Manager (RBO, SCE-II)

भारतीय स्टेट बैंक
STATE BANK OF INDIA
Nerul (E) Br., Navi Mumbai.
CODE NO. 11785

3 - MAR 2011

प्राप्त हुआ / RECEIVED

ENO _____

Vetted by		TIE UP NO.	
Approval Note	Uploaded in Builder Tie-Up website by		
TIR/ Legal Opinion			
Building Plan approval details			

HOUSING PROJECT TIE-UP

Asst. General Manager (RBO-SCO II)	FOR APPROVAL	<i>[Signature]</i> 22/2/11
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Proposal: For approval of tie up with Builder/ Project under normal Route

Branch	NERUL(E)	
Circle	MUMBAI	
Sr. No.	Parameter	Particulars
1	Name of the Builder	M/s. Shree Labheshwar Developers LLP.
2	Registered Address	301/302, Devavrata, Plot No.83, Sector-17, Vashi, Navi Mumbai 400705.
3	Address for correspondence	301/302, Devavrata, Plot No.83, Sector-17, Vashi, Navi Mumbai 400705.
4	e-mail Id Contact Person	info@shreelabheshwar.com info.shreelabheshwar@gmail.com Mr. Laxmikant Sawant 9987018560
5	Website url, if any	www.shreelabheshwar.com
6	Date of establishment	January, 2010
7	Constitution	Limited liability Partnership firm
8	If members of an Industry Body Like Builders Association etc, Names of such Bodies.	Yes
9	Ratings from CRISIL/ICRA etc	NA

10. Profile of the partners/directors:

Sr. No.	Name		Comments on his/ her experience, area of expertise etc
i)	Mr. Haresh Nanji Anawadia(Patel)	41	The of Partners of Company having 01 years of experience through their Companies engaged in this line of activity
ii)	Mrs. Kejal Haresh patel	39	

Vetted with Original
Signature of the / etc
STATE BANK OF INDIA
[Signature]
22/2/11

11. Details of last 2-3 residential projects executed by the same firm/ company/ promoters:

Project Name	1) Giriraj Horizon 2) Glomaxmall 3) Acropolis
Location	1) Kharghar 2) Kharghar 3) Nerul
Whether approved by SBI	No
If approved by Housing Finance Company like HDFC/ LIC HF etc, and / or Scheduled Commercial Bank., furnish names of HFCs/Banks	No
Month & Year of Commencement of Construction	Shree Labheshwar Developers is a well known and respected developer operating in the Navi Mumbai area, promoted by Patel family; it has interests in Real Estate development, Construction. Shree Labheshwar Developers Group executing projects having area approximately 17624.48 Sq.Mtrs.
Present Status (Completed/ Partially completed	
Total built up area of the project, in Sq.M	
Number of floors	
No. of Dwelling Units in the project	
No. of units sold in the project	
Date of Occupancy Certificate	Received
Date of conveyance	Done

12. DETAILS OF PROJECT:

Project Name	'LABHESHWAR PRATHAM'
Location	Plot No. 117 & 118, Sector-14, Taloja Panchnand, Navi Mumbai.
Details of construction finance / loan, if any, availed by the builder for this project. (Note : If construction finance is provided by the SBI, then the project will stand automatically approved	No.
Status of encumbrance of the project land	NA
If approved by Housing Finance Company like HDFC/ LIC HF etc, and / or Scheduled Commercial Bank. furnish names of HFCs/ Banks	NO
Month & Year of Commencement of Construction	March 2010
Proposed construction Plan. (Please Furnish details of No. of phases, No. of buildings in each phase, No. of Floors, No. of dwelling units in each building. Planned Schedule of completion of each building, phase, project)	No. Of Phase : 1 No. of Wings : 4 (Building) Wings A, B, C, D. No. of Floors : A & B Basement+ Stilt +13 Floor C & D Basement +Stilt +13 floor No. of Dwelling unit :- 182
Total built up area of the project, in Sq. ft.	132035 Sq. Ft.
No. of Dwelling Units in the project	182
No. of units sold in the project	20

2
STATE
Handwritten signature and stamp



DETAILS OF SEARCH REPORT

<p>Details of TIR/ Search Report</p>	<p>The Title verification Report has been obtained from our Empanelled Advocate Bhuta & Associates (Adv. Asha Bhuta) on 17.02.2011 has certified that :-</p> <ol style="list-style-type: none"> a. M/s. Shree Labheshwar Developers LLP. has an absolute, clear and marketable title over the property. b. The title deeds are genuine and a valid mortgage can be created Valid & enforceable mortgage can be created by deposit of <ol style="list-style-type: none"> i. Original Copy of Proposed Agreement for Sale. ii. Original Index-II, of the proposed Agreement for Sale. iii. Original Copy of NOC of the Developers to create mortgage. iv. Original Copy of membership/Share Certificate of the Society, as and when formed.
<p>Details of Development Agreement and POA if any</p>	<ol style="list-style-type: none"> a. Letter issued by CIDCO Bearing NO 12.05% /Yo//Taloje/22. Dated 19.06.2008 Plot No 117+118 having 4099.50Sq.Mtr. allotted under 12.05% scheme and possession Receipt from Balkrushna Shankar Patil. b. Regd. Agreement to Lease Executed between CIDCO (The Corporation) and Balkrushna Shankar Patil (The Original Licensee) dated 18.06.2008 and Registered with Office of SRO at Uran under Sr. No. 4853/2003 Dated 23.06.2008. c. Regd. Tripartite Agreement Executed among CIDCO, (The Corporation) and Balkrushna Shankar Patil (The Original Licensee) and Mahesh Developers (The New Licensee) Registered with Office of SRO at Uran Under Sr. No. 06406/2008 Dated 04.07.2008. d. Regd. Tripartite Agreement Executed Dated 29.04.2010 among CIDCO, (The Corporation) and Mahesh Developers (The New Licensee) and M/s. Shree Labheshwar Developers (Through its partners Mr. Hareh Nanji Anawadis & Mrs. Kejal Hareh (Anawadia) (The Subsequent New Licensee) Registered with Office of SRO at Uran Under Sr. No4396/2010 dated 29.04.2010.
<p>Status of receipt of approvals from local Bodies/ Urban Development Authority.</p>	<p>The builder has taken all the necessary approvals for construction.</p> <ol style="list-style-type: none"> a. Assessment Order issued by CIDCO Bearing No. CIDCO/ATPO (BP) 1320 Dated 22.09.2010 by Add. Town Planning Officer (BP), Navi Mumbai & Kopta. CIDCO. b. Amended Development Permission(Commencement Certificated) for Residential Building on Plot No.117 & 118 Sector -14 at Taloja (12.05% scheme) Navi Mumbai, issued by Add. Town Planning Officer (BP), (Navi Mumbai & Kopta) CIDCO., Bearing No. CIDCO/ATPO (BP)/1321 Dated 22.09.2010.



b DETAILS OF VALUATION REPORT:

Wing	Type of Flat	NOS. OF FLAT	SALEABLE AREA (SQ.FT)	RATE (Rs/Sq.ft)	VALUE (Rs.) Cr.
Wing A	2 BHK	24	969	3500	8.13
	1 BHK	22	628	3500	4.83
Wing B	1BHK	43	663	3500	9.97
	1 BHK (T)	02	663	3500	0.46
Wing C	1 BHK	43	663	3500	9.97
	1 BHK (T)	02	663	3500	0.46
Wing D	2 BHK	24	969	3500	8.13
	1 BHK	22	628	3500	4.83
TOTAL FLATS		182	132035		46.86
13	Anticipated Business				15.00

14. CONCESSIONS PROPOSED:

a.	Floating Interest Rates	NONE
b.	Fixed Interest Rates	NONE
c.	Margin	NONE
d.	Processing fees	NONE
e.	Moratorium	NONE
f.	Deviation in loan eligibility norms	NONE



15	Justification of the concessions, Proposed.	NA	
16	Whether Builder/His nominee is proposed to be engaged as Marketing Associate	Yes to be considered separately	
17	Responsible authority/ office of the Bank for Project relationship	Branch Manager :- Branch: -	
18.	Disbursements to be made in favour of	Name of the Builder	M/s. SHREE LABHESHWAR DEVELOPERS
		Bank	THE COSMOS CO-OP BANK, VASHI ,NAVI MUMBAI
		Account No.	029100108778

Please approve

RBO:SCE-2
NETWORK: MUMBAI-1
22.02.2011


MANAGER (MPST)





भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

प्रादेशिक व्यवसाय कार्यालय, उत्कृष्टता महा मंडल - II,
माधुली बिल्डींग, दुसरी मंजिल, एच-2, शिवसागर इस्टेट,
डॉ. अंजी. बेझंट रोड, वरली, मुंबई-400 018.
Regional Business Office, Super Circle Of Excellence - II,
Madhuli Bldg., 2nd Floor, H/2, Shivsagar Estate,
Dr. A. B. Road, Worli, Mumbai - 400 018.

दुरध्वनी क्र/ Tel : (AGM-2499 3201) 2499 3205132091321313233132351 Fax : 2499 320713236 E-mail : agmsce2.aomum@sbi.co.in

The Deputy General Manager (PBBU)
State Bank of India
LHO, Mumbai

MAO/RBO/SCE-II/ 705

Date: 23.02.2011

Dear Sir/Madam,

BUILDER TIE-UP

We have to advise having approved the under mentioned project under builder tie-up.

Builder	MIS. SHREE LABHESHWAR DEVELOPERS LLP.
Project	"LABHESHWAR PRATHAM"

2. In this connection, we enclose the following for vetting and uploading on the builder tie-up site in terms of Cir. No. PBBU/HL/PM/33 dated 30.11.2010.

a.	Note of Approval of tie up dated 23.02.2011
b.	TIR report of Empanelled Advocate Bhuta & Associates (Asha Bhuta) on 17.02.2011
c.	Valuation Report of Empanelled Sigma Engineering Consultants Regd. Valuers, Chartered Engineers on 07.01.2011
d.	Copy of letter issued to builder dated 23.02.2011

Yours faithfully,

Sd/-

Asst. General Manager (RBO, SCE-II)

Copy forwarded to:

- (a) The Asst. General Manager (HLST), LHO, Mumbai
- (b) The Asst. General Manager (RACPC - Mumbai)
- (c) The Asst. General Manager (RASECC - Thane)
- (d) The Asst. General Manager (RASMECC - Vashi)
- (e) The Branch Manager, NERUL (E)

Asst. General Manager (RBO, SCE-II)

Vetted by		TIE UP NO.	
Approval Note		Uploaded in Builder Tie-Up website by	
TIR/ Legal Opinion			
Building Plan approval details			

I J E

Asst. General Manager (RBO-SCO II)	FOR APPROVAL	 22/2/11
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Proposal: For approval of tie up with Builder1 Project under normal Route

Branch	NERUL(E)
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Circle	MUMBAI
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Sr. No.	Parameter	Particulars
1	Name of the Builder	M/s. Shree Labheshwar Developers LLP.
2	Registered Address	3011302, Devavrata, Plot No.83, Sector-17, Vashi, Navi Mumbai 400705.
3	Address for correspondence	3011302, Devavrata, Plot No.83, Sector-17, Vashi, Navi Mumbai 400705.
4	e-mail Id Contact Person	info@shreeabheshwar.com info.shreeabheshwar@gmail.com Mr. Laxmikant Sawant 9987318560
5	Website url, if any	www.shreeabheshwar.com
6	Date of establishment	January, 2010
7	Constitution	Limited liability Partnership firm
8	If members of an industry Body Like Builders Association etc. Names of such Bodies.	Yes
9	Ratings from CRISIL/ICRA etc	NA.

10. Profile of the partners/directors:

Sr. No.	Name		Comments on his/ her experience, area of expertise etc
i)	Mr. Haresh Naraji Anawadia(Patel)	41	The of Partners of Company having 01 years of experience through their Companies engaged in this line of activity
ii)	Mrs. Kejal Haresh patel	39	

11. Details of last 2-3 residential projects executed by the same firm/ company/ promoters:

Project Name	1) Giriraj Horizon 2) Glomaxmall 3) Acropolis
Location	1) Kharghar 2) Kharghar 3) Nerul
Whether approved by SBI	No
If approved by Housing Finance Company like HDFCI LIC HF etc, and I or Scheduled Commercial Bank., furnish names of HFCs/Banks	No
Month & Year of Commencement of Construction	Shree Labheshwar Developers is a well known and respected developer operating in the Navi Mumbai area, promoted by Patel family; it has interests in Real Estate development, Construction. Shree Labheshwar Developers Group executing projects having area approximately 17624.48 Sq. Mtrs.
Present Status (Completed/ Partially completed)	
Total built up area of the project, in Sq. M	
Number of floors	
No. of Dwelling Units in the project	
No. of units sold in the project	
Date of Occupancy Certificate	
Date of conveyance	Done

12. DETAILS OF PROJECT:

Project Name	'LABHESHWAR PRATHAM'
Location	Plot No. 117 & 118, Sector-14, Talaja Panchnand, Navi Mumbai.
Details of construction finance / loan, if any, availed by the builder for this project. (Note : If construction finance is provided by the SBI, then the project will stand automatically approved)	No.
Status of encumbrance of the project land	NA
If approved by Housing Finance Company like HDFCI LIC HF etc, and I or Scheduled Commercial Bank. furnish names of HFCs/ Banks	NO
Month & Year of Commencement of Construction	March 2010
Proposed construction Plan. (Please Furnish details of No. of phases, No. of buildings in each phase, No. of Floors, No. of dwelling units in each building. Planned Schedule of completion of each building, phase, project)	No. Of Phase : 1 No. of Wings : 4 (Building) Wings A, B, C, D. No. of Floors : A & B Basement+Stilt +13 Floor C & D Basement +Stilt +13 floor No. of Dwelling unit :- 182
Total built up area of the project, in Sq. ft.	132035 Sq. Ft.
No. of Dwelling Units in the project	182
No. of units sold in the project	20



DETAILS OF SEARCH **ORT**

<p>Details of TIR/ Search Report</p>	<p>The Title verification Report has been obtained from our Empanelled Advocate Bhuta & Associates (Adv. Asha Bhuta) on 17.02.2011 has certified that :-</p> <p>a. M/s. Shree Labheshwar Developers LLP. has an absolute, clear and marketable title over the property.</p> <p>b. The title deeds are genuine and a valid mortgage can be created Valid & enforceable mortgage can be created by deposit of</p> <p>i. Original Copy of Proposed Agreement for Sale. ii. Original Index-II, of the proposed Agreement for Sale. iii. Original Copy of NOC of the Developers to create mortgage. iv. Original Copy of membership/Share Certificate of the Society, as and when formed.</p>
<p>Details of Development Agreement and POA if any</p>	<p>a. Letter issued by CIDCO Bearing NO 12.05% /Yo//Taloje/22. Dated 19.06.2008 Plot No 117+118 having 4099.50Sq.Mtr. allotted under 12.05% scheme and possession Receipt from Balkrushna Shankar Patil.</p> <p>b. Regd. Agreement to Lease Executed between CIDCO (The Corporation) and Balkrushna Shanka: Patil (The Original Licensee) dated 18.06.2008 and Registered with Office of SRO at Uran under Sr. No. 485312008 Dated 23.06.2008.</p> <p>c. Regd. Tripartite Agreement Executed among CIDCO, (The Corporation) and Balkrushna Shankar Patil (The Original Licensee) and Mahesh Developers (The New Licensee) Registered with Office of SRO at Uran Under Sr. No. 0640612008 Dated 04.07.2008.</p> <p>d. Regd. Tripartite Agreement Executed Dated 29.04.2010 among CIDCO, (The Corporation) and Mahesh Developers (The New Licensee) and M/s. Shree Labheshwar Developers (Through its partners Mr. Hareh Nanji Anawadis & Mrs. Kejal Hareh (Anawadia) (The Subsequent New Licensee) Registered with Office of SRO at Uran Under Sr. No439612010 dated 29.04.2010.</p>
<p>Status of receipt of approvals from local Bodies1 Urban Development Authority.</p>	<p>The builder has taken all the necessary approvals for construction.</p> <p>a. Assessment Order issued by CIDCO Bearing No. CIDCOIATPO (BP) 1320 Dated 22.09.2010 by Add. Town Planning Officer (BP), Navi Mumbai & Khopta CIDCO.</p> <p>b. Amended Development Permission(Commencement Certificated) for Residential Building on Plot No.117 & 118 Sector -14 at Taloja (12.05% scheme) Navi Mumbai, issued by Add. Town Planning Officer (BP), (Navi Mumbai &khopta) CIDCO, Bearing No. CIDCOIATPO (BP)/1321 Dated 22.0.9.2010.</p>



b DETAILS OF VALUATION REPORT:

Wing	Type of Flat	NOS. OF FLAT	SALEABLE AREA (SQ.FT)	RATE (Rs/Sq.ft)	VALUE (Rs.) Cr.
Wing A	2 BHK	24	969	3500	8.13
	1 BHK	22	628	3500	4.83
Wing B	1 BHK	43	663	3500	9.97
	1 BHK (T)	02	663	3500	0.46
Wing C	1 BHK	43	663	3500	9.97
	1 BHK (T)	02	663	3500	0.46
Wing D	2 BHK	24	969	3500	8.13
	1 BHK	22	628	3500	4.83
TOTAL FLATS		182	132035		46.86
13	Anticipated Business				15.00

14. CONCESSIONS PROPOSED:



a.	Floating Interest Rates	NONE
b.	Fixed Interest Rates	NONE
c.	Margin	NONE
d.	Processing fees	NONE
e.	Moratorium	NONE
f.	Deviation in loan eligibility norms	NONE



15	Justification of the concessions, Proposed.	NA	
16	Whether Builder/His nominee is proposed to be engaged as Marketing Associate	Yes to be considered separately	
17	Responsible authority office of the Bank for Project relationship	Branch Manager:- Branch: -	
18.	Disbursements to be made in favour of	Name of the Builder	M/s. SHREE LABHESHWAR DEVELOPERS
		Bank	THE COSMOS CO-OP BANK. VASHI ,NAVI MUMBAI
		Account No.	029100108778

Please approve

RBO:SCE-2
NETWORK: MUMBAI-1
22.02.2011


MANAGER (MPST) 

Bhuta & Associates

ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

SBI/HO/LO/3959/2012

To,
State Bank of India,

28/05/2012

Sir,

ANNEXURE D CERTIFICATE OF TITLE

We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranay Gandhi Nagar CHS Above Hotel,
Ulhasnagar, Dist. Solapur, Maharashtra - 431 201

- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1982 to 2011 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.

The Mortgage if created, will be available to the Bank for the liability of the intending Borrowers.

We certify that **SHREE LABHESHWAR DEVELOPERS LLP** has an absolute, clear and Marketable Title Over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title Deeds we certify that the deposit of following title deeds/Documents would create a valid and enforceable Mortgage.

- a) To call upon the said **Prospective Purchasers** to deposit the following documents to the Bank.
- i. **Original** Agreement for sale to be executed into between **SHREE LABHESHWAR DEVELOPERS LLP** (formerly known as M/s.Shree Labheshwar Developers) AND Prospective Purchasers along with Original Registration Receipt and Original Index II.
 - ii. **Copy of** Approved plan and Copy of Development permission
 - iii. **Original** NOC from the Promoters.
 - iv. **Original** Payment Receipt.

Bhuta & Associates

ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

- v. To call upon the said Prospective Purchasers to pay the requisite stamp duty under the provision of Bombay Stamp Act and to execute the necessary documents for the creation of the equitable mortgage in respect of the said Flat.
- vi. Original undertaking that as and when society is formed the Borrower will deposit the Original Share Certificate as and when issued and they note the lien of the Bank charge with the Society.
- vii. Search report in respect of the said property for the last 30 years.

There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

Flat No..... Adm..... sq. ft., area on the floor in "..." Wing of the Project to be named as "LABHESHWAR PRATHAM", situate on the land bearing Plot No.117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme) containing by adm. 4099.50 sq. mtrs., area

Place: Mumbai

Date :

Signature of the Advocate

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,
Highway Gamantsak & Shum Redevelopers Association Opp. M.C. Club

TITLE INVESTIGATING REPORT (T.I.R)

Annexure "B"

1.	Name of the Branch/ BU seeking opinion	State Bank of India
2.	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded	No Letter issued
3.	Name of the Flat/concern/company/person offering the Property/(ies) as security.	SHREE LABHESHWAR DEVELOPERS LLP (hereinafter referred to as the Borrower).
4.	Concern of the Flat/concern/person/body/ authority Offering the property for creation of charge.	Developers
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower
6. A)	Particulars of the documents scrutinized-serially and Chronologically	a) Copy of Draft Agreement for sale to be executed entered into between SHREE LABHESHWAR DEVELOPERS LLP (formerly known as M/s.Shree Labheshwar Developers) AND Prospective Purchasers (Purchasers) together with annexure

			<p>thereto.</p> <p>b) Copy of Certificate of Registration on Conversion dated 16/11/2010</p> <p>c) Copy of Deed of Partnership dated 14/01/2011</p> <p>d) Copy of Registration Receipt bearing No. 4528/2010 under Document No.PVL/3/04396/2010 for Rs.30,380/- issued by the Sub-Registrars Assurance, Panvel - 3 dated 29/04/2010</p> <p>e) Copy of Index II Document issued by Sub-Registrar's Office at Panvel - 3 in respect of Tripartite Agreement dated 29/04/2010</p> <p>f) Copy of Tripartite Agreement dated 29/04/2010 between CIDCO (Corporation) AND M/S.MAHESH DEVELOPERS (New Licensees) AND SHREE LABHESHWAR DEVELOPERS (Subsequent New Licensee) together with annexure thereto</p> <p>g) Copy of Assessment Order dated 22/09/2010 issued by CIDCO</p> <p>h) Copy of Amended Development Permission dated 22/09/2010 issued by CIDCO</p> <p>i) Copy of Commencement Certificate dated 22/09/2010 issued by CIDCO</p> <p>j) Copy of Transfer Permission dated 06/05/2010 issued by CIDCO</p> <p>k) Copy of General Power of Attorney dated 26/11/2010 by Mrs.Kejal Haresh Ananwadia in favour of Mr.Haresh Nanji</p>
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State Bank of India

Retail Assets Centralized Processing Centre (RACPC),
Local Head Office, 1st Floor, C-6, G-Block,
Bandra - Kurla Complex, Bandra (E) , Mumbai - 400 051.

Sl. No.(Control Officer) - 022-26445111, Fax - 022 - 26445145
mail ID - racpcmum.reports@sbi.co.in, racpc.mum@sbi.co.in.

SBE
RACPC

Gajjar
12/2/13.

To,
Adv.

B ASSOCIATES

Date : 09/02/2013

RACPC

CO/2012-13/39

Dear

in,

SEARCH

TITLE VERIFICATION REPORT

Applicant

SAURABH GUPTA

With reference to the above, we are forwarding herewith the following documents in a request to carry out Title Investigation & verification report (TIVR) to conduct Search & submit the reports to us at the earliest.

With reference to the above, we are forwarding herewith the following documents in a request to carry out Title Investigation & verification report (TIVR) to conduct Search & submit the reports to us at the earliest.

The documents enclosed are:-

The documents enclosed are:-

1. Application for Sale
2. Consent of Builder / Society
3. In
4. L
5. B
6. D
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8. C
9. If

1. Application for Sale
2. Consent of Builder / Society
3. In
4. L
5. B
6. D
7. O
8. C
9. If

Please

Please submit the TIR & Search report within the time frame as agreed.

You

Control
RACPC



Mail

Rakesh Patel
(SEARCH CLERK)

Date: 14.2.2012

To,
BHUTTA & ASSOCIATES
Advocate High Court,
Mumbai

Flat No. 901, adm. 48.623 sq. mtrs., Carpet area, on the 9th Floor, in "A" Wing, in the Building Project known as "LABHESHWAR PRATHAM", situated on all that piece and parcel of land bearing Plot No. 117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme).

MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA

Under your instructions I have taken search in respect of the said property for 1 Year (2013) and paid a necessary charges of Rs.25/- to the Sub-Registrars Office Bandra. During the course of my searches the following details were found

2013 - Entry

1. By an Agreement for Sale for sale dated 21st January, 2013 (duly executed on stamp duty of Rs. 1,44,100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub - Registrar's Office at Panvel-4 under Sr. No. PVL/4/809/2013 on 24/01/2013 paying Registration Fees of Rs. 30,730/-) entered into between SHREE LABHESHWAR DEVELOPERS LLP (FORMERLY KNOWN AS M/S. SHREE LABHESHWAR DEVELOPERS), THROUGH ITS AUTHOSIED PARTNER SHRI. HARESH NANJI ANAWADIA, as "the Promoters" of the One Part AND **MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA** thereafter referred to as "the Purchasers" of the Other Part; the Promoters thereby have agreed to sell to the Purchasers and the Purchasers thereby had agreed to purchase the said Flat No. 901, adm. 48.623 sq. mtrs., Carpet area, on the 9th Floor, in "A" Wing, in the Building Project known as "LABHESHWAR PRATHAM", situated on all that piece and parcel of land bearing Plot No. 117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme) (hereinafter referred to as the said Flat) for the aggregate price of Rs. 28,72,000/- only and on the terms and conditions more particularly contained therein.

(i) -----

NTE: 1 R.N.M.P. = RECORD NOT MAINTAIN Note: Kindly Note that the Report is Subject to (1) Some of The Index-II were torn out (2) some of the Index - II Pages were Not Produced before use (3) some of the Index-II Records are Under Computer

Rakesh Patel



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शोध ५६६/२०१३

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Regn. 39 m.

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दस्तावेजाचा/अर्जाचा अनुक्रमांक

BADLAPUR (WEST)

दिनांक २१/०२/१३ सन २०

/02/2013

दस्तावेजाचा प्रकार- शोध अर्ज

सादर करणाराचे नाव- गजानन शिंगोटे

खालीलप्रमाणे फी मिळाली:- माझे सव्हेचा पोपनंद

नोंदणी फी

नक्कल फी (फोलिओ

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा शापने (कलम ६४ ते ६७ प्रॉट ११५)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ २१ न २०१३)

इतर फी (मागील पानावरील) बाब क्र.

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LAT NO A/901, 9TH
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2010 TO 2013 [4

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नक्कल

रुपये पंचवीस मात्र

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नोंदणीकृत डाकेने पाठवली जाईल.

रोजी तयार होईल व या कार्यालयात देण्यात येईल.

सहदुय्याहिसारविन धर्कर्या २

नावे नोंदणीकृत डाकेने पाठवावा. (पनवेल-२)

हवाली करावा.

सादरकर्ता

ये.का.मु.१०,००० रु. (१०० पानी) -३-२०१२-पीए ४*(इए) ३२९

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L-4-809/2013 STAMP

DUTY RS. 1,44,100/ AGREEMENT VALUE RS. 20,12,000/ MARKET VALUE
RS. 25,12,000/

NOTE - THIS SEARCH REPORTS IS SUBJECT TO TORN, MUTILATED
RECORDS, WITHDRAWAL OF REGISTRAR'S OF CERTAIN YEARS FOR
BINDING AND REWRITING AND COMPUTER INDEX BOOKS NOT
PROPERLY MAINTAINED

YOUR FAITHFULLY

Gajanan Shingote

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Bhuta & Associates

ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

To,
State Bank of India,
RACPC
Local Head Office "Synergy"
9th Floor, C-6, G-Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400 051

31/01/2013

Sir,

Re: Legal opinion in matter of
**MR. SAURABH KUMAR GUPTA &
MRS. SWETA SAURABH GUPTA**

Please find enclose herewith our professional Bill in the above matter'

For Bhuta & Associates



Asha J. Bhuta
Advocate

pai
18/2

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club,
Behind Mahada, Bandra (E), Mumbai - 400 051.

PROFESSIONAL BILL

Sr. no.	Particulars	Amount
1.	Towards the Legal opinion Towards the Search receipt for 1 years	Rs.1500 /-
Total		Rs.1500/-

(Rupees One thousands five hundred only)

For Bhuta & Associates



Asha J. Bhuta
Advocate

Bhuta & Associates

ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com
SBI/HO/LO/4936/9012

To,
State Bank of India,
RACPC, Local Head Office,
"Synergy" 9th Floor,
C-6, G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400 051.

13/02/2013

Sir,

ANNEXURE D CERTIFICATE OF TITLE

We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

A. S. Bhuta

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club,
Behind Mahada, Bandra (E), Mumbai - 400 051.

- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1984 to 2013 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.

The Mortgage if created, will be available to the Bank for the liability of the intending Borrowers.

We certify that **MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA** have an absolute, clear and Marketable Title Over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title Deeds we certify that the deposit of following title deeds/Documents would create a valid and enforceable Mortgage.

To call upon the said **MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA** to deposit the following documents to the Bank.

- i. **Original registered Agreement** dated 21/01/2013 entered into between SHREE LABHESHWAR DEVELOPERS LLP (FORMERLY KNOWN AS M/S. SHREE LABHESHWAR DEVELOPERS), THROUGH ITS AUTHOSIED PARTNER SHRI. HARESH NANJI ANAWADIA, (Promoters) AND **MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA** (Purchasers) together with annexure thereto.
- ii. **Original Registration Receipt** bearing No. 816 under Document No. PVL/4/809/2013 for Rs. 30,730/- issued by the Sub-Registrars Assurance, Panvel-4 dated 24/01/2013.
- iii. **Original Index II Document** issued by Sub-Registrar's Office at Panvel-4 in respect of Agreement for Sale dated 21/01/2013.

A. J. Shull

Bhuta & Associates

ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort, Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

- iv. ✓ Copy of Assessment Order dated 12/04/2012 issued by the CIDCO.
- v. ✓ Original Commencement Certificate dated 12/04/2012 issued by CIDCO.
- vi. ✓ Copy of Assessment Order dated 22/09/2010 issued by the CIDCO.
- vii. ✓ Copy of Commencement Certificate dated 22/09/2010 issued by CIDCO.
- viii. ○ Copy of Certificate of Incorporation dated 16/11/2010 issued by the Registrar of Company.
- ix. ✓ Copy of Registered Specific Power of Attorney dated 23/12/2010 executed by M/s. Shree Labheshwar Developers LLP, through its Partner Mr. Haresh Nanji Anawadia in favor of Mr. Madan Namdeo Thakare.
- x. ✓ Copy of Approved Plan.
- xi. ✓ Original NOC to the Bank dated 29/01/2013 issued by the SHREE LABHESHWAR DEVELOPERS LLP.
- xii. ✓ Copy of Registered General Power of Attorney dated 26/11/2010 Mrs. Kejal Haresh Anawadia in favor of Mr. Haresh Nanji Anawadia.
- xiii. ✓ To call upon the said **MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA** to pay the requisite stamp duty under the provision of Bombay Stamp Act and to execute the necessary documents for the creation of the equitable mortgage in respect of the said Flat .

A. B. Bhull

Correspondence Office:

A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel, Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club, Behind Mahada, Bandra (E), Mumbai - 400 051.

- xiv. To call upon the said **MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA** to give an undertaking that they will deposit the Original Share Certificate to be issued by the Society as and when formed in respect of the said Flat with the Bank and will obtain a letter in favour of the Bank from the Society recording the charge of the Bank in respect of the Flat.
- xv. Search report in respect of the said property for the last 30 years.

There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

Flat No. 901, adm. 48.623 sq. mtrs., Carpet area, on the 9th Floor, in "A" Wing, in the Building Project known as "LABHESHWAR PRATHAM", situated on all that piece and parcel of land bearing Plot No. 117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme).

Place: Mumbai

Date: 13/02/2013

A. D. Anil
Signature of the Advocate

TITLE INVESTIGATING REPORT (T.I.R)

Annexure "B"

1.	Name of the Branch/ BU seeking opinion	State Bank of India RACPC, Local Head Office, 1 ST floor, Bandra Kurla Complex, Bandra (E), Mumbai 400 051
2.	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded	No Letter issued
3.	Name of the Flat /concern/company/person offering the Property/(ies) as security.	MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA (hereinafter referred to as the Borrowers).
4.	Concern of the Flat /concern/person/body/authority Offering the property for creation of charge.	Jointly
5.	State as to under what capacity is security offered (whether as joint applicant or Borrowers or as guarantor, etc.)	As a Borrowers
6. A)	Particulars of the documents scrutinized-serially and Chronologically	a) Copy of Agreement dated 21/01/2013 entered into between SHREE LABHESHWAR DEVELOPERS LLP (FORMERLY KNOWN AS M/S. SHREE LABHESHWAR DEVELOPERS), THROUGH ITS AUTHOSIED PARTNER SHRI. HARESH NANJI ANAWADIA, (Promoters) AND MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA (Purchasers) together

A. S. Chaudhary

with annexure thereto.

- b) Copy of Registration Receipt bearing No. 816 under Document No. PVL/4/809/2013 for Rs. 30,730/- issued by the Sub-Registrars Assurance, Panvel-4 dated 24/01/2013.
- c) Copy of Index II Document issued by Sub-Registrar's Office at Panvel-4 in respect of Agreement for Sale dated 21/01/2013.
- d) Copy of Assessment Order dated 12/04/2012 issued by the CIDCO.
- e) Copy of Commencement Certificate dated 12/04/2012 issued by CIDCO.
- f) Copy of Assessment Order dated 22/09/2010 issued by the CIDCO.
- g) Copy of Commencement Certificate dated 22/09/2010 issued by CIDCO.
- h) Copy of Title Clearance Certificate dated 12/10/2010 issued by Himanshu Bheda & Co., Advocates.
- i) Copy of Nineth Floor Plan.
- j) Copy of Certificate of Incorporation dated 16/11/2010 issued by the Registrar of Company.
- k) Copy of Specific Power of Attorney dated 23/12/2010 executed by M/s. Shree Labheshwar Developers LLP, through its Partner Mr. Haresh Nanji Anawadia in favor of Mr. Madan Namdeo Thakare.
- l) Copy of Approved Plan.

A. S. Akhul

		<p>m) Original NOC to the Bank dated 29/01/2013 issued by the SHREE LABHESHWAR DEVELOPERS LLP.</p> <p>n) Copy of General Power of Attorney dated 26/11/2010 Mrs. Kejal Haresh Anawadia in favor of Mr. Haresh Nanji Anawadia.</p>
b)	Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified. Note: Only originals or certified extracts from the Registering/Flat /revenue/other authorities be examined.	As at 6 (a) above
7.	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	Flat No. 901, adm. 48.623 sq. mtrs., Carpet area, on the 9th Floor, in "A" Wing, in the Building Project known as "LABHESHWAR PRATHAM", situated on all that piece and parcel of land bearing Plot No. 117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme).
i)	Survey no.	Plot No. 117 + 118, Sector - 14.
ii)	Door no. (in case of house property) :	Flat No. 901 , on the 9th Floor
iii)	Extent/area including plinth/built up area in case of House property	adm. 48.623 sq. mtrs., Carpet area.
iv)	Locations like name of the place, village, city, registration, Sub-district etc.	Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme).
v)	Boundaries :	N.A. Since the property offered as security is Flat
8.	Flow of titles tracing out the title, of the intended	1. It is observed from the documents produced

A. B. ...

Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, dePanvel-4ding on the need for clearance of Such clog on the Title.

before us that, CIDCO a Govt., Company within the meaning of the Companies Act, 1956 (hereinafter referred to as the said "Corporation"). The Corporation has been declared as a New Town Development Authority, under the provisions of Sub - section (3-A) of Section 113 of the Maharashtra Regional & Town Planning Act., 1966 for the New Town of Navi Mumbai by Govt., of Maharashtra in the exercise of its powers of the area designated as site for New Town under Sub - Section (1) of Section 113 of the said Act.

2. The State Govt., has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Sec. 113 of the said Act.
3. By virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act., to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Govt., under the said Act.
4. By an Agreement to Lease dated 20/06/2008 and executed between the CIDCO AND Mr. Balkrushna Shankar Patil (hereinafter referred to as the said "Original Licensees"), registered with the Office of SRO., at Uran under Sr. No. URAN/04853/2008, the CIDCO agreed to grant to the said Original Licensees, a lease in respect of all that piece or parcel of land bearing Plot No.117 + 118, Sector - 14, at Village Taloje - Pachnand, Navi Mumbai of 12.5% (erstwhile Gaothan Expansion Scheme) containing by adm. 4,099.50 sq. mtrs., area (hereinafter referred to as the said "Plot/ Property") for the lease

A. K. Patil

rent and on the terms and conditions as set out therein.

5. At the request of the Original Licensee the CIDCO Ltd., has transferred the said Plot in favour of M/s. Mahesh Developers, a Proprietary Firm of Mr. Mahesh N. Gothi, (hereinafter referred to as the said "New Licensees") and has executed the Tripartite Agreement dated 04/07/2008 in favour of the New Licensees. The said Tripartite Agreement is registered with the Office of SRO., under Sr. No. PVL/3/06406/2008 dated 04/07/2008 on such terms and conditions therein.
6. At the request of the New Licensee the CIDCO Ltd., has transferred the said Plot in favour of M/s. Shree Labheshwar Developers as "the Subsequent New Licensees", and has executed the Tripartite Agreement dated 29/04/2010 in favour of the M/s. Shree Labheshwar Developers. The said Tripartite Agreement is registered with the Office of SRO., under Sr. No. PVL/3/04396/2010 dated 29/04/2010 on such terms and conditions therein.
7. The said M/s. Shree Labheshwar Developers are entitled to develop the said Plot by constructing a Bldg., as per the Bldg., plans duly sanctioned by the concerned authority.
8. As per the permission granted by the Appropriate Authorities, the said SHREE LABHESHWAR DEVELOPERS LLP had entitled to construct the building project known as "LABHESHWAR PRATHAM" on the said Property.
9. By an Agreement for Sale for sale dated 21st

Handwritten signature

			<p>January, 2013 (duly executed on stamp duty of Rs. 1,44,100/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub - Registrar's Office at Panvel-4 under Sr. No. PVL/4/809/2013 on 24/01/2013 paying Registration Fees of Rs. 30,730/-) entered into between SHREE LABHESHWAR DEVELOPERS LLP (FORMERLY KNOWN AS M/S. SHREE LABHESHWAR DEVELOPERS), THROUGH ITS AUTHOSIED PARTNER SHRI HARESH NANJI ANAWADIA, as "the Promoters" of the One Part AND MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA thereafter referred to as "the Purchasers" of the Other Part; the Promoters thereby have agreed to sell to the Purchasers and the Purchasers thereby had agreed to purchase the said Flat No. 901, adm. 48.623 sq. mtrs., Carpet area, on the 9th Floor, in "A" Wing, in the Building Project known as "LABHESHWAR PRATHAM", situated on all that piece and parcel of land bearing Plot No. 117 + 118, Sector - 14, at Village Taloje - Panchnand of 12.5% (Erstwhile Gaothan Expansion Scheme) (hereinafter referred to as the said Flat) for the aggregate price of Rs. 28,72,000/- only and on the terms and conditions more particularly contained therein.</p>
	<p>Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)</p>	<p>The Borrowers are the owners of the said Flat on what is popularly known as ownership basis.</p>	
<p>10(a))</p>	<p>Encumbrances, Attachments, and/or claims whether of</p>	<p>We have taken search with the Sub-Registrar Office at Panvel-4 for the period of 30 years and have</p>	

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	Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof If yes, give the details thereof.	found that there is no encumbrance on the said property.
(b)	The period covered under the Encumbrances Certificate And the name of the person in whose favour the Encumbrance is created and if so, satisfaction of charge, If any.	We have taken search for the period of 30 years. And it is found that the said Flat stands in the name of MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA. No encumbrances disclosed/reflected.
11.	Details regarding property tax or Flat revenue or other Statutory dues paid/payable as on date and if not paid. What remedy?	Nil
12.	Details of RTC extracts /mutation extracts/Katha extracts Pertaining to the property in question.	Nil-- Since the property offered as security is only a Flat.
13.	Any bar/restriction for creation of mortgage under any Local or special enactments, details of proper registration Of documents, payment of proper stamp duty etc.	There is no such bar for the creation of the Mortgage.
14.	In case of absence of original titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
15.	The specific person who are required to create Mortgage/to deposit document creating mortgage.	MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA are required to deposit the Document creating Mortgage.

A. K. Kulkarni

ANNEXURE "C"

1.	Nature of title (Ownership/Leasehold/occupancy/Government Grant/allotments etc.	The Borrowers are the owners of the said Flat on what is popularly known as Ownership basis.
2.	If leasehold, whether, Lease Deed is duly stamped and registered Leassee is permitted to mortgage the leasehold right, Duration of the Lease/unexpired period of lease, If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.	N.A.
3.	If Government grant/allotment/Lease-cum/Sale Agreement for Sale, Whether \ Grant/Agreement for Sale etc. provides for alienable rights to the Mortgagor with or without conditions, The mortgagor is competent to create charge on such Property.	N.A.
4.	If occupancy right, whether; Such right is heritable and transferable, Mortgage can be created.	Yes - subject to the No objection/consent of the Promoters.
5.	Urban Flat ceiling clearance, whether required And if so, details thereon. Whether No Objection Certificate under the income Tax Act is required/ obtained.	NO NO.
6.	Nature of Minor's interest, if	

A. Ashwin

	any and if so, whether Creation of mortgage could be possible-the Modalities / procedure to be followed and the reasons for Coming to such conclusion.	N.A.
7.	If the property is Agricultural Flat , whether the local laws Permit mortgage of Agricultural Flat and whether there are Any restrictions for enforcing, thereon.	N.A.
8.	In the case of conversion of Agricultural Flat for Commercial purposes or otherwise, whether requisite Procedure followed/permission obtained	N.A.
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Flat Laws Etc.)	N.A.
10a.	In case of partition/settlement deeds, whether the original Deed is available for deposit. If not the modality/procedure To be followed to create a valid and enforceable mortgage.	N.A.
b.	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	N.A.

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11a.	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
b.	Whether the person(s) creating mortgage has/have Authority to create mortgage for and on behalf of the firm.	N.A.
12a.	Whether the property belongs to a limited Company, Check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the company Registrar, Articles of Association/provision for common Seal etc.	Property does not belong to any limited Company
b.	In case of Societies, Association, the required Authority/power to Borrowers and whether the mortgage can be created, and the requisite resolutions. Bye-laws	To call upon the said MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA to obtain a letter in writing from the Society recording the charge of the Bank in their relevant record and that they will not allow the MR. SAURABH KUMAR GUPTA & MRS. SWETA SAURABH GUPTA to create the third party interest without the written consent of the Bank.
13.	Whether mortgage is being created by a POA holder, Check genuineness of the Power of Attorney and the Extent of the powers given therein and whether the same is property executed/stamped/authentic ated in terms of the Law of the place, where it is executed.	N.A.
14.	If the property is a Shop/apartment or residential/commercial	Property offered as security is Flat.

A. B. Bhandari

	Control Regulations, Co-operative Societies Laws etc.	
15.	Where the property is a joint family property, mortgage is Created for family benefit/legal necessity, whether the Major Coparceners have no Objection/join in execution, Minor's share if any, rights of female members etc.	N.A.
16.	Panvel-4ding Litigations/court attachments/injunction/stay Orders/acquisition by the Government/Local authorities etc. that could be ascertained.	Nothing is revealed.
17.	Any other details required for the purpose.	N.A.

Handwritten signature

SBI/HO/LO/4936/9012

To,
State Bank of India,
RACPC, Local Head Office,
"Synergy" 9th Floor,
C-6, G-Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400 051.

13/02/2013

Sir,

ANNEXURE D
CERTIFICATE OF TITLE

We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.